

10-Year Limited Warranty for Innovation MgO Products

US MgO Company, LLC, a North Carolina Limited Liability Company, warrants to the original consumer purchaser (the property owner, not the installer or contractor) (“Owner”) for a period of ten (10) years from the initial date of purchase (“Warranty Period”) of Innovation MgO series of products (“Product”) that the Product shall be free of any manufacturing defects that materially affect the Product’s intended purpose, subject to the Product being installed as described in the US MgO Company, LLC Product Installation Guide (“Installation Guide”). The Limited Warranty is limited to use of the Product on structures located in the United States (except Alaska and Hawaii), and US MgO Company, LLC’s obligation for repair and/or replacement under this Warranty shall in no event exceed the original purchase price of the Product.

TRANSFERENCE OF WARRANTY

Owner may transfer the Limited Warranty for the remaining Warranty Period to a subsequent Owner of the structure on which the Product is installed. For this warranty to transfer and the second Owner to obtain the benefits of this warranty, the second Owner must, within 60 days after the date of the real estate transfer, contact 1-855-MGO-4YOU and submit together: (1) proof of purchase of the Product, and (2) the installation date and ownership history.

WARRANTY LIMITATIONS

This Limited Warranty covers only the Product manufactured by US MgO Company, LLC, and not materials provided or manufactured by other firms not in sole control of US MgO Company, LLC. Goods sold by US MgO Company, LLC that are not designed or manufactured by US MgO Company, LLC are not warranted by US MgO Company, LLC and are sold only with the warranties, if any, of the original manufacturers thereof. This Warranty shall not be applicable if, in the sole judgment of US MgO Company, LLC, any of the following conditions occur:

- I. The wall system is damaged by natural disasters including, but not limited to, wind damage, fire, hail, lightning, flood, storm, earthquake, war, terrorist activities, acts of foreign enemies and criminal acts.
- II. The wall system is damaged by structural movement or failure caused by movement of any material underlying the wall system or components of the wall system.
- III. Damage to the wall system resulting from:
 - a. Defects in engineering or building design or faulty construction.
 - b. Shipping of Product, not immediately reported to US MgO Company, LLC upon direct receipt of materials at distribution, storage, warehousing, or final project site location from the point that is the most immediate post stationary point upon leaving US MgO Company, LLC’s manufacturing locations.
 - c. Infiltration or condensation of moisture in, through, or around walls, openings, penetrations, voids in vapor retarders and barriers, misplaced flashing, incorrect vapor drive assemblies, in the building structure and surrounding areas.
 - d. Clearances as required in the Installation Manual not being followed and abided upon
 - e. Defects in, failure or improper application of the underlying structural material used as a base upon which the wall system is applied.
- IV. Alternative materials installed not at the direction and agreement of US MgO Company, LLC in writing prior to installation of the materials and not specifically stated within the Installation Guide or purchased directly from US MgO Company, LLC.
- V. If the Product has been repaired, modified, or reworked in a manner not previously authorized by US MgO Company, LLC in writing.
- VI. The Product is installed in an environment for which it was not designed or intended.

NO DISPUTE MAY BE BROUGHT LATER THAN ONE (1) YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED, AFTER WHICH ALL DISPUTES ARE FOREVER BARRED. EXCEPT AS SET FORTH HEREIN, US MGO COMPANY, LLC MAKES NO REPRESENTATION OR OTHER WARRANTIES OF ANY KIND WHATSOEVER AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE. US MGO COMPANY, LLC SHALL NOT BE LIABLE



FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY OWNER, CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY, OR CONTENTS IN THE PROPERTY, ARISING OUT OF ANY DEFECT OR NONCONFORMITY IN THE PRODUCT COVERED BY THIS LIMITED WARRANTY, EVEN IF CAUSED BY THE NEGLIGENCE OF US MGO COMPANY, LLC. ALL SUCH DAMAGES AND EXPENSES ARE HEREBY EXCLUDED. In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you may have additional rights, which may vary from state to state.

AGREEMENT

This Limited Warranty contains and represents the only warranty extended by US MgO Company, LLC for the Product. No employee or agent of US MgO Company, LLC or any other party is authorized to make any other warranty in addition to those specifically made within this Limited Warranty.

WARRANTY CLAIMS

If, within the Warranty Period, the Product shall be proven at US MgO Company, LLC's sole discretion to be nonconforming, then US MgO Company, LLC shall repair or provide a replacement for the nonconforming Product, or any nonconforming part thereof, at US MgO Company, LLC's option. Any such repair or replacement does not cause the beginning of a new Warranty Period, nor shall the Warranty Period be extended. US MgO Company, LLC's aggregate liability for all warranty claims shall not exceed the original purchase price of the nonconforming Product. Buyer shall bear all costs of shipment or transportation related to the repair or replacement of the nonconforming Product, as well as all costs related to the installation of the repaired or replacement Product. Such repair or replacement shall be Buyer's sole remedy and shall fulfill all of US MgO Company, LLC's obligations with respect to the Product and all warranty claims.

MODIFICATION OF PRODUCT

US MgO Company, LLC reserves the right to discontinue or modify the Product at any time without notice. In the event that repair or replacement of the Product pursuant to this Limited Warranty is not possible, US MgO Company, LLC will fulfill any repair or replacement obligation under the Limited Warranty with a product of equal or greater value.

MODIFICATIONS TO THIS WARRANTY

The terms of this Limited Warranty may not be waived or modified (whether by a statement, omission, course of dealing or any act), except by a writing signed by an officer of US MgO Company, LLC or a licensed attorney retained by US MgO Company, LLC or in the US MgO Company, LLC legal department or by the US MgO Company, LLC Technical Inspection Leader. Other than such an officer, attorney or technical inspection leader, nobody (regardless of whether a US MgO Company, LLC employee, a contractor, an installer or otherwise) has authority to act on behalf of US MgO Company, LLC (for example to waive or modify this Limited Warranty, to make representations or warranties or to undertake any liability). This Limited Warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations and guarantees.

MANDATORY ARBITRATION

To the extent permitted by applicable law, US MgO Company, LLC and you agree to arbitrate all disputes and claims arising out of or relating to this Limited Warranty or Innovation MgO products ("Dispute"). This Limited Warranty evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate ("Notice"). The Notice to US MgO Company, LLC should be addressed to: US MgO Company, LLC c/o Warranty 9600 Ploof Road SE, Building 16, North Carolina 28451 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the claim within 30 days after Notice is received, you or US MgO Company, LLC may commence an arbitration proceeding. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this Limited Warranty. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Limited Warranty, and shall be administered by the AAA. Unless otherwise agreed to by US MgO Company, LLC, all arbitration proceedings shall be held in Brunswick County, North Carolina.

YOU AND US MGO COMPANY, LLC HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's

individual claim. YOU AND US MGO COMPANY, LLC MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

GOVERNING LAW AND FORUM

This Limited Warranty and all Disputes are governed by United States Federal laws and laws of North Carolina. Subject to the "Arbitration" provision in this warranty, if there are any Disputes that cannot be arbitrated, then the parties consent to the exclusive jurisdiction and venue of the state and federal courts in North Carolina with respect to such Disputes.

SAVINGS AND SEVERABILITY

To the extent that this warranty is inconsistent with applicable law, this warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this warranty to effect the original intent of the parties as closely as possible while rendering the term and this warranty fully legal and enforceable. If a term in this warranty cannot be rendered legal and enforceable accordingly, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this warranty, leaving the remainder of this warranty enforceable.

OBTAINING WARRANTY SERVICE

For Warranty service call 1-855-MGO-4YOU or write US MgO Company, LLC c/o Warranty 9600 Ploof Road SE, Building 16, Leland, NC 28451. Claims must be made to US MgO Company, LLC within thirty (30) days of becoming aware of any such claim.